

RESOLUTION NO. 1799

A RESOLUTION OF THE TOWN OF SURFSIDE
AUTHORIZING AND DIRECTING TOWN MANAGER AND
TOWN CLERK TO EXECUTE A MUTUAL AID
AGREEMENT AND THE CHIEF OF POLICE AND THE
TOWN CLERK TO EXECUTE A JOINT DECLARATION
WITH THE CITY OF CORAL GABLES FOR POLICE
SERVICES

WHEREAS, the City of Coral Gables has requested the Town of Surfside to enter into a Mutual Aid Agreement and Joint Declaration; and

WHEREAS, it is in the best interest of the Town of Surfside to enter into said Mutual Aid Agreement and Joint Declaration with the City of Coral Gables;

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE
HEREBY RESOLVES:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Town Manager and Town Clerk are hereby authorized and directed to execute the attached Mutual Aid Agreement and the Town Clerk and Chief of Police are directed to execute the Joint Declaration.

PASSED AND ADOPTED this 8th day of January, 2008

MAYOR

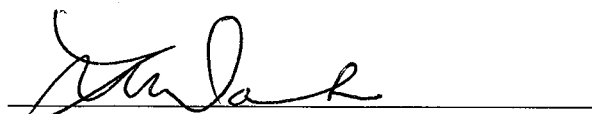
Attest:



TOWN CLERK

Adopted: 01-08-08

Approved as to form and legal
sufficiency:



TOWN ATTORNEY

MUTUAL AID AGREEMENT

Between

The Town of Surfside

And

The City of Coral Gables

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____, 200__, by and between the Town of Surfside, Florida a municipal corporation located in Miami-Dade County, Florida ("Surfside"), and the City of Coral Gables a municipal corporation located in Miami-Dade County, Florida ("Coral Gables") (each a "Party", collectively, the "Parties").

WHEREAS, it is the responsibility of the governments of Surfside and Coral Gables to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of Surfside and/or Coral Gables; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies to adequately address any and all of the aforementioned conditions, to protect the public peace and safety, and to preserve the lives and property of the people of Surfside and Coral Gables; and

WHEREAS, Surfside and Coral Gables have the authority under Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that Surfside and Coral Gables by and through their undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements

of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Fla. Stat. §§ 23.1225 (1) (a) and (b).

3. Definitions:

Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned Agency Heads, the Joint Declaration shall be filed with the Surfside Town Clerk and the Coral Gables City Clerk and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the Agency Heads by filing subsequent declarations with the clerks of the respective Parties.

- A. **Agency or participating law enforcement agency:** Either the Town of Surfside Police Department or the Coral Gables Police Department.
- B. **Agency Head:** Either the Town of Surfside Police Chief, or the Chief's designees, or the City of Coral Gables Chief of Police, or the Chief's designees.
- C. **Participating municipal police department:** The Town of Surfside Police Department or the Coral Gables Police Department.
- D. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.
- E. **Requesting Agency:** The police department requesting assistance pursuant to this Agreement.
- F. **Providing Agency:** The police department providing assistance pursuant to this Agreement.

4. Operations:

In the event that either Party to this Agreement is in need of assistance, the Requesting Agency shall notify the Providing Agency that such assistance is requested. The authorized representative of the Providing Agency shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.

- A. Each Party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other Party as required to assist the Requesting Agency in addressing the situation which caused the request; provided, however, that no Party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
 - B. The Agency Heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the Requesting Agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the Providing Agency.
5. Powers, Privileges, Immunities, and Costs:
- A. All employees of the participating municipal police department and certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are regularly employed.
 - B. The municipality having financial responsibility for the Providing Agency law shall bear any loss or damage and shall pay any and all expenses incurred in the maintenance in providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement
 - C. The municipality having financial responsibility for the Providing Agency shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death,

and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The party having financial responsibility for Providing Agency, pursuant to this Agreement agrees to hold harmless, defend, and indemnify the Requesting Agency and the other party in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed between the Parties in proportion to the amount of investigation and participation performed by each Agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2012**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either Party upon sixty (60) days written notice to the other Party. Cancellation will be at the discretion of the chief executive officers of the Parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2007.

Town Manager
Town of Surfside

City Manager
City of Coral Gables

ATTEST:

Town Clerk
Town of Surfside

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:

Town Attorney
Town of Surfside

ATTEST:

City Clerk
City of Coral Gables

City Attorney
City of Coral Gables

**JOINT DECLARATION
OF THE CHIEF OF THE CITY OF CORAL GABLES POLICE DEPARTMENT
AND THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of Coral Gables, Florida, and the Town of Surfside, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
15. Joint training in areas of mutual need.
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE: _____

DATE: _____

David Allen
Chief of Police
Town of Surfside Police Department
Department
Surfside, Florida

Michael Hammerschmidt
Chief of Police
City of Coral Gables Police

Coral Gables, Florida

ATTEST:

ATTEST:

Town Clerk
Town of Surfside

City Clerk
City of Coral Gables